

Subsection B-2

BYLAWS OF PREMERA BLUE CROSS BLUE SHIELD OF ALASKA CORP.

ARTICLE I OFFICES

Section 1 Registered Office. The corporation shall maintain a registered office in the State of Alaska as required by the Alaska Corporations Code.

ARTICLE II SHAREHOLDERS

Section 1 Annual Meeting. An annual meeting of the shareholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held each year on the date and at the time determined by the Board of Directors. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

Section 2 Special Meetings. Except as otherwise provided by law, special meetings of shareholders of this corporation shall be held whenever called by the Chair of the Board, a majority of the members of the Board of Directors, the President and Chief Executive Officer or upon the request of holders of not less than one-tenth of all the shares entitled to vote on any issue proposed to be considered at the special meeting.

Section 3 Place of Meetings. Meetings of shareholders shall be held at such place within or without the State of Alaska as determined by the Board of Directors, pursuant to proper notice.

Section 4 Notice. Notice of each shareholders' meeting stating the date, time, and place and, in case of a special meeting, the purpose(s) for which such meeting is called, shall be given by this corporation not less than twenty (20) (unless a greater period of notice is required by law in a particular case) nor more than sixty (60) days prior to the date of the meeting, to each shareholder of record entitled to vote at such meeting unless required by law to send notice to all shareholders (regardless of whether or not such shareholders are entitled to vote), which notice may be given in any manner and by any means permitted under AS 10.06.410 of the Alaska Corporations Code, as amended from time to time (the "**Act**").

Section 5 Waiver of Notice. A shareholder may waive any notice required to be given by these Bylaws, the Articles of Incorporation or the Act, before or after the meeting that is the subject of such notice. A valid waiver is created by any of the following three methods: (a) a waiver of the notice in writing signed by the shareholder entitled to the notice and delivered to the corporation for inclusion in its corporate records; (b) attendance at the meeting, unless the

shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; or (c) as to the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, the shareholders' failure to object at the time of presentation of such matter for consideration.

Section 6 Quorum of Shareholders. At any meeting of the shareholders, holders of a majority of the votes of all the shares entitled to vote on a matter, represented by shareholders of record in person or by proxy, shall constitute a quorum. Once a share is represented at a meeting, other than to object to holding the meeting or transacting business, it is deemed to be present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting. At such reconvened meeting, any business may be transacted that might have been transacted at the meeting as originally noticed. If a quorum exists, action on a matter is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the question is one upon which by express provision of law or of the Articles of Incorporation a different vote is required.

Section 7 Proxies. Shareholders of record may vote at any meeting either in person or by proxy executed in any manner permitted under the Act. A proxy is effective when received by the person authorized to tabulate votes for this corporation. A proxy is valid for eleven (11) months unless it qualifies as an irrevocable proxy under AS 10.06.418(e).

Section 8 Voting. Subject to the provisions of the laws of the State of Alaska, and unless otherwise provided in the Articles of Incorporation, each outstanding share is entitled to one (1) vote on each matter voted on at a shareholders' meeting.

Section 9 Adjournment. A majority of the shares represented at the meeting, even if less than a quorum, may adjourn any meeting of the shareholders from time to time. At a reconvened meeting at which a quorum is present, any business may be transacted at the meeting as originally noticed. If a meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if a new date, time, or place is announced at the meeting before adjournment; however, if a new record date for the adjourned meeting is or must be fixed in accordance with the corporate laws of the State of Alaska, notice of the adjourned meeting must be given to persons who are shareholders as of the new record date.

Section 10 Action by Shareholders Without a Meeting. Any action which could be taken at a meeting of shareholders may be taken without a meeting by written consents, identical in content, setting forth the action so taken signed by the holders of all outstanding shares entitled to vote on the action. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting of the shareholders.

Section 11 Shareholder Participation by Means of Communication Equipment. Shareholders may participate in any meeting of shareholders called pursuant to the provisions of the Articles of Incorporation and these Bylaws by any means of communication by which all persons participating in the meeting can hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE III BOARD OF DIRECTORS

Section 1 Powers of Directors. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the Board of Directors, subject to any limitation set forth in the corporation's Articles of Incorporation.

Section 2 Number and Qualifications. The Board of Directors shall consist of not less than five (5) Directors nor more than seven (7) Directors. The number of Directors may be changed from time to time by amendment to these Bylaws, or by resolution of the Board, but no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

Section 3 Election; Term of Office; Composition.

(a) The members of the Board of Directors shall be elected by vote of the shareholders at the annual meeting or special meeting. Unless a Director dies, resigns, or is removed, he or she shall hold office until the next annual meeting of the shareholders or until his or her successor is elected and qualified, whichever is later. There is no limit on the number of terms a Director may serve. Election of any Director shall be in conformity with Article X of the Articles of Incorporation.

(b) The Board of Directors shall be comprised of a majority of "public members." A "public member" excludes any person who: (i) is engaged or has engaged at any time in the practice of a health care profession (other than as an employee of the corporation or one of its affiliates); (ii) is a director, officer, partner or employee of an organization that primarily sells health care services (other than the corporation or one of its affiliates); (iii) is a director, officer, partner or employee of an organization of health care providers; or (iv) has a direct or indirect beneficial interest of more than 5% of the equity of an organization that sells or delivers health care services. This Section is designed to reflect and be consistent with the rules of the Blue Cross Blue Shield Association ("BCBSA"). If the limitations under the BCBSA rules are amended, this Section shall be construed to permit Board of Director representation to the full extent permitted under such rules, as so amended.

Section 4 Regular Meetings. By resolution, the Board of Directors may specify the date, time and place for the holding of regular meetings.

Section 5 Special Meetings. Special meetings of the Board of Directors may be held at any time or place whenever called by one or more Directors.

Section 6 Notice. No notice is required for regular meetings of the Board of Directors, Notice of special meetings of the Board of Directors, stating the date, time, and place thereof, shall be given to a Director in writing or by personal communication with the Director at least two (2) days prior to the date of the meeting. Notices in writing may be personally delivered, mailed, or sent by facsimile or similar electronic transmission to the Director at his or

her address shown on the records of the corporation. Neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice of such meeting.

Section 7 Waiver of Notice. A Director may waive notice of a meeting of the Board either before or after the meeting, and such waiver shall be deemed to be equivalent of giving notice. The waiver must in writing, signed by the Director entitled to the notice and delivered to the corporation for inclusion in its corporate records.

A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting, or promptly upon the Director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 8 Quorum of Directors. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any Board of Directors meeting. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. When a quorum is present at any meeting, a majority of the Directors present shall decide any question brought before such meeting, except as otherwise provided by the corporation's Articles of Incorporation or by these Bylaws.

Section 9 Adjournment. A majority of the Directors present, even if less than a quorum, may adjourn a meeting and continue it to a later time. Notice of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement, shall not be necessary. At any adjourned meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting as originally called.

Section 10 Resignation and Removal. Any Director may resign at any time by delivering written notice to the President and Chief Executive Officer or the Secretary at the registered office of the corporation, or by giving oral or written notice at any meeting of the Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof. Unless otherwise specified in the notice of resignation, the acceptance of such resignation shall not be necessary to make it effective. The shareholders, at a special meeting called expressly for that purpose, may remove from office with or without cause one or more Directors and elect their successors. A Director may be removed only if the number of votes cast for removal exceeds the number of votes cast against removal. A Director may be removed only in conformity with **Article X** of the Articles of Incorporation.

Section 11 Vacancies. Unless otherwise provided by law, in case of any vacancy in the Board of Directors, including a vacancy resulting from an increase in the number of Directors, the remaining Directors, whether constituting a quorum or not, may fill the vacancy.

Section 12 Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless: (a) the Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding it or transacting business at the meeting; (b) the Director's dissent or abstention from the action taken is entered in the minutes

of the meeting; or (c) the Director delivers written notice of his or her dissent or abstention with the presiding officer of the meeting before its adjournment or to the corporation within a reasonable time after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 13 Action by Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be accomplished without a meeting if the action is taken by the all the Directors. The action must be evidenced by one or more written consents identical in content, describing the action taken, signed by all the Directors, and delivered to the corporation for inclusion in the minutes. Action taken by unanimous written consent is effective when the last Director signs the consent, unless the consent specifies a later effective date. A consent signed under this Section 13 has the effect of a meeting vote and may be described as such in any document.

Section 14 Participation in Meetings. Any or all Directors may participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 15 Compensation. By resolution of the Board of Directors, each Director may be paid expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director, or a fixed sum for attendance at each meeting of the Board of Directors, or both. No such payment shall preclude any Director from serving the corporation in any other capacity and receiving compensation therefore.

ARTICLE IV COMMITTEES OF THE BOARD OF DIRECTORS

Section 1 Committees. A majority of the Board of Directors then serving may establish one or more committees and designate two or more Directors who shall serve on such committee or committees. The committee or committees shall have such powers and shall perform such duties as may be set forth in these Bylaws or as may be delegated and assigned to it by the Board of Directors, subject to the limitation on the authority of committees contained in these Bylaws or under applicable law.

Section 2 Executive Committee. The Board of Directors may establish an Executive Committee, the members of which shall include the Chair of the Board and President and Chief Executive Officer. The Executive Committee of the Board of Directors, during the intervals between meetings of the Board of Directors, shall possess and may exercise the power and authority of the Board of Directors in the management of the business and affairs of the corporation and may transact such business of the corporation as may be required between meetings of the Board of Directors and as may, from time to time, be requested by the Board of Directors, subject to the limitation on the authority of committees contained in these Bylaws or under applicable law. All action by the Executive Committee shall be reported to the Board of Directors at the next meeting following the action and the Board of Directors may ratify or may

revise or alter such action, provided that no rights or acts of third parties shall be affected by any such revision or alteration.

Section 3 Investment, Audit and Compliance Committee. The Board of Directors may establish an Investment, Audit and Compliance Committee, which shall consist of two or more Directors. The Investment, Audit and Compliance Committee shall have the authority to review and approve: (a) policies related to the nature and scope of authorized investments; (b) policies and procedures related to the control and management of authorized investments; and (c) all investment transactions consistent with policies approved by the Board of Directors. The Investment, Audit and Compliance Committee shall review management's report of all investment transactions for regulatory compliance and conformity with the applicable policies and procedures approved either (1) directly by the Board of Directors, or (2) by the Investment, Audit and Compliance Committee and ratified by the Board of Directors.

Section 4 Meetings and Quorum.

(a) A majority of the Directors appointed to any standing committee shall be present at each meeting of any committee to constitute a quorum for the transaction of business. When a quorum is present at any meeting, a majority of the members of the Committee present shall decide any question brought before such meeting, except as otherwise provided by the corporation's Articles of Incorporation or by these Bylaws.

(b) The Chair of the Board of Directors shall serve as the chairperson of each standing committee of the Board of Directors.

(c) Each of the standing committees shall hold meetings at such times as the chairperson of each committee may deem necessary. The date, time and location of committee meetings shall be determined by the chairperson and designated in any notice of the meeting. Each standing committee shall keep regular minutes of its proceedings and, when required by the Board of Directors, shall report such proceedings to the Board of Directors.

(d) The provisions of Article III of these Bylaws that apply to meetings of the Board of Directors, to the extent not inconsistent with this Article IV, shall also apply to meetings of the committees.

ARTICLE V OFFICERS AND CHAIR OF THE BOARD

Section 1 Designation. The officers of the corporation shall be a President and Chief Executive Officer, and may include one or more Executive Vice Presidents, one or more Senior Vice Presidents, one or more Vice Presidents, a Secretary and a Treasurer, as appointed by the Board. Such other officers and assistant officers as may be necessary may be appointed by the Board of Directors or by a duly appointed officer to whom such authority has been delegated by these Bylaws or by Board resolution. No officer need be a shareholder or a Director of the corporation. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2 Appointment and Term of Office. The officers of the corporation shall be appointed at the meeting of the Board of Directors that is designated as its annual meeting and in conformity with **Article X** of the Articles of Incorporation. Between annual meetings, the Chair may appoint the officers of the corporation. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until his or her successor is elected.

Section 3 Resignation. Any officer may resign at any time by delivering written notice to the Chair, the Secretary, or the Board of Directors, or by giving oral or written notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof. Unless otherwise specified in the notice of resignation, the acceptance of such resignation shall not be necessary to make it effective.

Section 4 Removal. Except as precluded in the Articles of Incorporation, any officers or agent may be removed from office by the Board of Directors or by the Chair whenever in its or his or her judgment the best interests of the corporation would be served thereby, but the removal of any officer shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5 Vacancies. A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause, may be filled by the Board of Directors or by the Chair for the unexpired portion of the term.

Section 6 Chair of the Board. The Chair of the Board shall be elected by the Board of Directors at its annual meeting. The Chair shall preside over meetings of the Board of Directors and shall have authority and perform such duties in management of the affairs and property of the corporation as are provided in these Bylaws or as may otherwise be determined by resolution of the Board of Directors.

Section 7 President and Chief Executive Officer. The President and Chief Executive Officer shall be the chief executive officer and, subject to the oversight by the Board of Directors, shall manage the assets, business, and affairs of the corporation. The President and Chief Executive Officer may sign deeds, mortgages, bonds, contract, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation or are required by law to be

otherwise signed or executed by some other officer or in some other manner. In general, the President and Chief Executive Officer shall perform all duties incident to the office of President and Chief Executive Officer and such other duties as are assigned to him or her by the Board of Directors from time to time.

Section 8 Vice Presidents. Executive Vice Presidents, Senior Vice President or Vice Presidents shall assist the President and Chief Executive Officer in the supervision and direction of the business and affairs of the corporation and shall perform such duties as may be assigned to them by the President and Chief Executive Officer.

Section 9 Secretary. The Secretary shall (a) keep the minutes of the meetings of the Board of Directors, and minutes which may be maintained by committees of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records of the corporation; (d) keep records of the post office address and class, if applicable, of each shareholder and Director and of the name and post office address of each officer; (e) sign with the [President and Chief Executive Officer,] or other officer authorized by the President and Chief Executive Officer or the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President and Chief Executive Officer or the Board of Directors.

Section 10 Treasurer. If requested by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board of Directors may determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President and Chief Executive Officer or the Board of Directors.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 1 Definitions. As used in this Article:

(a) “Agent” means an individual who is or was an agent of the corporation, including a physician consultant or a member of a committee or panel of the corporation including, but not limited to, a medical advisory committee or panel, or an individual who, while an agent of the corporation, is or was serving at the corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Agent” includes, unless the context requires otherwise, the spouse, heirs, estate and personal representative of an agent.

(b) “Director” means an individual who is or was a director of the corporation or an individual who, while a director of the corporation, is or was serving at the corporation’s request as a director officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. “Director” includes, unless the context requires otherwise, the spouse, heirs, estate and personal representative of a director.

(c) “Employee” means an individual who is or was an employee of the corporation or an individual, while an employee of the corporation, is or was serving at the corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Employee” includes, unless the context requires otherwise, the spouse, heirs, estate and personal representative of an employee.

(d) “Indemnitee” means an individual made a party to a Proceeding because the individual is or was a Director, Officer, Employee or Agent, and who possesses indemnification rights pursuant to these Articles or other corporate action. “Indemnitee” includes, unless the context requires otherwise, the spouse, heirs, estate, and personal representative of such individuals.

(e) “Liability” means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax with respect to an employee benefit plan, or reasonable expenses, including attorneys’ fees, incurred with respect to a Proceeding.

(f) “Officer” means an individual who is or was an officer of the corporation (regardless of whether or not such individual was also a Director) or an individual who, while an officer of the corporation, is or was serving at the corporation’s request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Officer” includes, unless the context requires otherwise, the spouse, heirs, estate and personal representative of an officer.

(g) “Party” includes an individual who was, is, or is threatened to be named a defendant, respondent or witness in a Proceeding.

(h) “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, derivative, criminal, administrative, or investigative, and whether formal or informal.

Section 2 Indemnification Rights of Directors and Officers. The corporation shall indemnify its Directors and Officers to the full extent not prohibited by applicable law now or hereafter in force against any Liability arising out of a Proceeding to which such individual was made a Party because the individual is or was a Director or an Officer. Subject to the foregoing, it is specifically intended that Proceedings covered by indemnification shall include Proceedings brought by the corporation (including derivative actions), Proceedings by government entities and governmental officials or other third party actions.

Section 3 Indemnification of Employees and Agents of the Corporation. The corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a Proceeding to Employees or Agents of the corporation who are not also Directors, in each case to the same extent as to a Director with respect to the indemnification and advancement of expenses pursuant to rights granted under, or provided by, the Act or otherwise.

Section 4 Partial Indemnification. If an Indemnatee is entitled to indemnification by the corporation for some or a portion of any Liabilities incurred by Indemnatee in any Proceeding but not, however, for the total amount thereof, the corporation shall nevertheless indemnify Indemnatee for the portion of such Liabilities to which Indemnatee is entitled.

Section 5 Procedure for Seeking Indemnification and/or Advancement of expenses. The following procedures shall apply in the absence of (or at the option of the Indemnatee, in lieu thereof), specific procedures otherwise applicable to an Indemnatee pursuant to a contract, trust agreement, or general or specific action of the Board of Directors:

(a) Notification and Defense of Claim. Indemnatee shall promptly notify the corporation in writing of any Proceeding for which indemnification could be sought under this Article. In addition, Indemnatee shall give the corporation such information and cooperation as it may reasonably require and as shall be within Indemnatee's power. With respect to any such Proceeding as to which Indemnatee has notified the corporation: (i) the corporation will be entitled to participate therein at its own expense; and (ii) except as otherwise provided below, to the extent that it may wish, the corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnatee. Indemnatee's consent to such counsel may not be unreasonably withheld.

After notice from the corporation to Indemnatee of its election to assume the defense, the corporation will not be liable to Indemnatee under this Article for any legal or other expenses subsequently incurred by Indemnatee in connection with such defense. However, Indemnatee shall continue to have the right to employ its counsel in such Proceeding, at Indemnatee's expense; and if:

- (i) The employment of counsel by Indemnatee has been authorized by the corporation;
- (ii) Indemnatee shall have reasonably concluded that there may be a conflict of interest between the corporation and Indemnatee in the conduct of such defense; or
- (iii) The corporation shall not in fact have employed counsel to assume the defense of such Proceeding,

the fees and expenses of Indemnatee's counsel shall be at the expense of the corporation.

The corporation shall not be entitled to assume the defense of any Proceeding brought by

or on behalf of the corporation or as to which Indemnatee shall reasonably have made the conclusion that a conflict of interest may exist between the corporation and the Indemnatee in the conduct of the defense.

(b) Information to be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under this Article, the Indemnatee shall submit to the Board a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitute an “**Indemnification Statement**”).

Submission of an Indemnification Statement to the Board shall create a presumption that the Indemnatee is entitled to indemnification hereunder, and the corporation shall, within sixty (60) calendar days thereafter, make the payments requested in the Indemnification Statement to or for the benefit of the Indemnatee, unless: (1) within such sixty (60) calendar day period it shall be determined by the corporation that the Indemnatee is not entitled to indemnification under this Article because the applicable standard of conduct set out in AS 10.06.490(a) and (b) have not been met; (2) such determination shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (3) the Indemnatee shall receive notice in writing of such determination, which notice shall disclose with particularity the evidence upon which the determination is based.

The foregoing determination may be made: (1) by the Board of Directors by majority vote of a quorum of Directors who are not at the time parties to the Proceedings; (2) if a quorum cannot be obtained or is obtainable but the majority of disinterested Directors so direct, by independent legal counsel in a written opinion; or (3) by approval of the outstanding shares as provided by Section 10.06.490 of the Act.

Any determination that the Indemnatee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement, shall be subject to judicial review by any court of competent jurisdiction.

(c) Special Procedure Regarding Advance for Expenses. An Indemnatee seeking payment of expenses in advance of a final disposition of the Proceeding must furnish the corporation, as part of the Indemnification Statement:

(1) A written affirmation of the Indemnatee’s good faith belief that the Indemnatee has met the standard of conduct required to be eligible for indemnification; and

(2) A written undertaking, constituting an unlimited general obligation of the Indemnatee, executed personally or on behalf of the individual, to repay the advance if it is ultimately determined that the Indemnatee did not meet the required standard of conduct; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the Act.

Upon satisfaction of the foregoing the Indemnatee shall have a contractual right to the payment of such expenses.

(d) Settlement. The corporation is not liable to indemnify Indemnatee for any amounts paid in settlement of any Proceeding without the corporation's written consent. The corporation shall not settle any Proceeding in any manner which would impose any penalty or limitation on Indemnatee without Indemnatee's written consent. Neither the corporation nor Indemnatee may unreasonably withhold its consent to a proposed settlement.

Section 6 Contract and Related Rights.

(a) Contract Rights. The right of an Indemnatee to indemnification and advancement of expenses is a contract right upon which the Indemnatee shall be presumed to have relied in determining to serve or to continue to serve in his or her capacity with the corporation. Such right shall continue as long as the Indemnatee shall be subject to any possible Proceeding. Any amendment to or repeal of this Article shall not adversely affect any right or protection of an Indemnified Party with respect to any acts or omissions of such Indemnified Party occurring prior to such amendment or repeal.

(b) Optional Insurance, Contracts, and Funding. The corporation may:

(1) Maintain insurance, at its expense, to protect itself and any Indemnatee against any liability, whether or not the corporation would have power to indemnify the Indemnified Party against the same liability under Section 10.06.490(g) of the Act, or a successor section or statute;

(2) Enter into contracts with any Indemnified Party in furtherance of this Article and consistent with the Act; and

(3) Create a trust fund, grant a security interest, or use other means (including without limitation a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

(c) Right of Indemnatee to Bring Suit. If (1) a claim under this Article for indemnification is not paid in full by the corporation within sixty (60) days after an Indemnification Statement has been received by the corporation; or (2) a claim under this Article for advancement of expenses is not paid in full by the corporation within twenty (20) days after an Indemnification Statement has been received by the corporation, then the Indemnatee may, but need not, at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnatee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnatee is only partially successful) of prosecuting such claim. The Indemnatee shall be presumed to be entitled to indemnification hereunder upon submission of a proper Indemnification Statement and thereafter the corporation shall have the burden of proof to overcome the presumption that the Indemnatee is so entitled. Neither (1) the failure of the corporation (including its Board of Directors, its shareholders, or independent legal counsel) to have made a determination prior to the commencement of such

Proceeding that indemnification or reimbursement or advancement of expenses to the Indemnatee is proper in the circumstances; nor (2) an actual determination by the corporation (including its Board of Directors, its shareholders, or independent legal counsel that the Indemnatee is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the Proceeding or create a presumption that the Indemnatee is not so entitled.

(d) Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a Proceeding in advance of its final disposition granted in this Article shall not be exclusive of any other right which any Indemnatee may have or hereafter acquire under any statute, provision of this Article or the Bylaws, agreement, vote of shareholders or disinterested directors, or otherwise. The corporation shall have the express right to grant additional indemnity without seeking further approval or satisfaction by the shareholders. All applicable indemnity provisions and any applicable law shall be interpreted and applied so as to provide an Indemnatee with the broadest but nonduplicative indemnity to which he or she is entitled.

Section 7 Contribution. If the indemnification provided in Section 2 of this Article is not available to be paid to Indemnatee for any reason other than such indemnification is prohibited by the Act (for example, because indemnification is held to be against public policy even though otherwise permitted under Section 2) then in respect of any Proceeding in which the corporation is jointly liable with Indemnatee (or would be if joined in such Proceeding), the corporation shall contribute to the amount of loss paid or payable by Indemnatee in such proportion as is appropriate to reflect:

The relative benefits received by the corporation on the one hand and the Indemnatee on the other hand from the transaction from which such Proceeding arose, and

The relative fault of the corporation on the one hand and the Indemnatee on the other hand in connection with the events which resulted in such loss, as well as any other relevant equitable consideration.

The relative benefits received by and fault of the corporation on the one hand and the Indemnatee on the other shall be determined by a court of appropriate jurisdiction (which may be the same court in which the Proceeding took place) with reference to, among other things, the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such loss. The corporation agrees that it would not be just and equitable if a contribution pursuant to this Article was determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

Section 8 Exceptions. Any other provision herein to the contrary notwithstanding, the corporation shall not be obligated pursuant to the terms of these Articles to indemnify or advance expenses to Indemnatee with respect to any of the following:

(a) Claims Initiated by Indemnatee. Claims initiated or brought voluntarily by Indemnatee and not by way of defense, but such indemnification or advancement of expenses

may be provided by the corporation in specific cases if the Board of Directors finds it to be appropriate. Notwithstanding the foregoing, the corporation shall provide indemnification, including the advancement of expenses, with respect to Proceedings brought to establish or enforce a right to indemnification under these Articles or any other statute or law.

(b) Lack of Good Faith. Claims instituted by Indemnitee to enforce or interpret this Article, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such Proceeding was not made in good faith or was frivolous.

(c) Insured Claims. Claims for which any of the Liabilities for indemnification is being sought have been paid directly to Indemnitee by an insurance carrier under a policy of officers' and directors' liability insurance maintained by the corporation.

(d) Prohibited by Law. If the corporation is prohibited by the Act or other applicable law as then in effect from paying such indemnification and/or advancement of expenses. For example, the corporation and Indemnitee acknowledge that the Securities and Exchange Commission ("SEC") has taken the position that indemnification is not possible for liabilities arising under certain federal securities laws. Indemnitee understands and acknowledges that the corporation has undertaken or may be required in the future to undertake with the SEC to submit the question of indemnification to a court in certain circumstances for a determination of the corporation's fight to indemnify Indemnitee.

Section 9 Successors and Assigns. All obligations of the corporation to indemnify any Director or Officer shall be binding upon all successors and assigns of the corporation (including any transferee of all or substantially all of its assets and any successor by merger or other-wise by operation of law). The corporation shall not effect any sale of substantially all of its assets, merger, consolidation, or other reorganization, in which it is not the surviving entity, unless the surviving entity agrees in writing to assume all such obligations of the corporation.

ARTICLE VII BOOKS AND RECORDS; ADMINISTRATIVE PROVISIONS

Section 1 Books of Accounts, Minutes, and Share Register. This corporation:

(a) Shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors exercising the authority of the Board of Directors on behalf of this corporation;

(b) Shall maintain appropriate accounting records;

(c) Or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses, and electronic addresses for those shareholders who have consented to receipt of electronic notice pursuant to the Act, of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each; and

(d) Shall keep a copy of the following records at its principal office:

(1) The Articles or Restated Articles of Incorporation and all amendments to them currently in effect;

(2) The Bylaws or Restated Bylaws and all amendments to them currently in effect;

(3) The minutes of all shareholders' meetings, and records of all actions taken by shareholders without a meeting, for the past three (3) years;

(4) Its financial statements for the past three (3) years, including balance sheets showing in reasonable detail the financial condition of this corporation as of the close of each fiscal year, and an income statement showing the results of its operations during each fiscal year prepared on the basis of generally accepted accounting principles or, if not, prepared on a basis explained therein;

(5) All written and electronic communications to shareholders generally within the past three (3) years;

(6) A list of the names and business addresses of its current directors and officers; and

(7) Its most recent biennial report delivered to the Department of Community and Economic Development.

Section 2 Copies of Resolutions. Any person dealing with this corporation may rely upon a copy of any of the records of the proceedings, resolutions, or votes of the Board of Directors or shareholders, when certified by the President or Secretary.

Section 3 Accounting Year. The accounting year of the corporation shall be the twelve months ending December 31.

Section 4 Rules of Procedure. The rules of procedure at meetings of the Board of Directors and committees of the Board of Directors shall be rules contained in Roberts' Rules of Order on Parliamentary Procedure, newly revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board of Directors.

ARTICLE VIII AMENDMENT OF BYLAWS

Section 1 By the Shareholders. These Bylaws may be amended or repealed at any regular or special meeting by not less than a majority of the shares entitled to vote thereon if notice of the proposed amendment is contained in the notice of the meeting.

Section 2 By the Board of Directors. These Bylaws may be amended or repealed, in whole or in part, by the vote of a majority of the whole Board of Directors of any meeting of the Board of Directors. Notwithstanding the foregoing, the director may not amend the provisions fixing their qualifications, election, classifications, term of office, or compensation, or to the calling or notice of meetings of shareholders in each case without the prior approval of the shareholders. The amendment or repeal of Bylaws made by the Directors under this Section shall be presented at the next meeting of shareholders for the information of the shareholders.

Section 3 Conformity with the Article of Incorporation. These Bylaws must be amended or repealed, in whole or in part, in conformity with Article X of the Articles of Incorporation.

CERTIFICATE OF ADOPTION

The undersigned Secretary of Premera Blue Cross Blue Shield of Alaska Corp. does hereby certify that the above and foregoing Bylaws of said corporation were adopted by the directors as the Bylaws of said corporation.

DATED this _____ day of _____, 200__.

_____, Secretary